IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGEMENT NO.748 OF 2003
IN
SUMMARY SUIT NO.913 OF 2000

Navinbhai Virchand Jakharia Plaintiff

versus

Jeevan Parekh and another Defendants

D.A.Barot for plaintiff

Rajender Singh for defendants.

CORAM : S.C.DHARMADHIKARI, J.

DATE : 28th June 2005

PC :

1. Heard Mr.Barot for plaintiffs and Mr.Rajender Singh for defendants.

2. With their assistance I have perused the plaint and annexures thereto as well as affidavit in reply and rejoinder. After the matter was argued for some time, Mr.Rajender Singh on taking instructions, states that an opportunity may be given to the defendants to make good their case that the goods supplied by the plaintiffs were of inferior quality and that whatever goods were

received, payment in respect thereof was duly made. He states that he is willing to abide by such conditions as may be imposed by this Court. In my view, considering the fact that the plaintiff has filed this suit on a written contract evidenced by Delivery Challans and Invoices as also cheques advanced in part payment, interest of justice will be served if conditional leave is granted to the defendant. Accordingly, following order.

3. ORDER :- A) On defendants depositing in this Court a sum of Rs.3.50 lakh (Rs.Three lakh fifty thousand only) within a period of twelve weeks from today, conditional leave to defend.

B) Thereupon, the suit shall stand transferred to he list of commercial causes with usual directions to file written statement, discovery and inspection.

C) Needless to state that if the amount is not deposited within the time stipulated above, further consequences in law will follow.

D) If the deposit is made within the time stipulated above, it would be open for the

plaintiff to apply for withdrawal of the said amount and that application will be considered on its own merits and in accordance with law.

4. Summons for Judgement disposed off in the above terms.

(S.C.DHARMADHIKARI, J.)